

Amendment 164 **Contract No. 229944**

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 164 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 18th day of August, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to manufacture the die(s) that will be used to produce spare wall box and pole mount gaskets for Sound Transit's (ST) Stand Alone Fare Transaction Processors (SAFTP). This work is performed per CR-002699 ST SAFTP Gaskets v4.0.
- C. The Parties agree that the Work necessary to complete the commissioning process will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

1.1. The Contractor will perform the one-time work necessary to manufacture the die(s) which will be used to produce spare gaskets for the SAFTP to be used with wall box and pole mount device types.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 164

To perform the work necessary to manufacture the ST SAFTP gasket die(s)	
TOTAL	\$391

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and sixty-four shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: Michael
Its: art

Date: 8-12-11

The Agencies

By: Candace Carlson
Their: Operations Manager
On behalf of the Agencies
Date: August 18, 2011